B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al., Debtors.

Case No. <u>08-13555 (JMP)</u> (Jointly Administered)

PLEASE SEE ATTACHED DOCUMENTS

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Monarch Capital Master Partners II-A LP	Barclays Bank PLC
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 45318 Total Amount of Claim as Filed: \$3,537,750.00
Monarch Capital Master Partners II-A LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 Attn: Michael Gillin Phone: (212) 554-1743 Fax: 1-(866)-741-3564 Email: michael.gillin@monarchlp.com; fundops@monarchlp.com Name and Address where transferee payments should be sent (if different from above): N/A	Amount of Claim as Filed with respect to ISIN XS0282208049: \$3,537,750.00 Amount of Claim Transferred with respect to ISIN XS0282208049: \$225,826.37 (or 6.383333333% of the above Amount of Claim as Filed) Amount of Claim as Allowed pursuant to the Notice of Proposed Allowed Claim Amount with respect to ISIN XS0282208049: \$3,547,764.43 Amount of Claim Transferred with respect to ISIN XS0282208049: \$226,465.63 (or 6.383333333% of the above Amount of Claim as Allowed) Date Claim Filed: 10/23/2009 Debtor: Lehman Brothers Holdings Inc. Name and Address of Transferor: Barclays Bank PLC 745 Seventh Avenue New York, New York 10019 Attention: Daniel Crowley/Daniel Miranda Telephone: 212 412 2865 E-mail: Daniel.crowley@barclayscapital.com daniel.miranda@barclayscapital.com

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

MONARCH CAPITAL MASTER PARTNERS II-A LP

By: Monarch Alternative Capital LP

Michael A. Weinstock Its: Advisor Managing Principal

Name of Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 & 3571.

Exhibit A

Evidence of Transfer from Transferor to Transferee

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Barclays Bank PLC ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to those certain individual purchasers set forth in Schedule 1 attached hereto (each an "Individual Purchaser"), and each Individual Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage/nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 45318 filed by or on behalf of Global World Investment, S.L. (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"). For the avoidance of doubt, each Individual Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.
- Seller hereby represents and warrants to each Individual Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claim, will give rise to any setoff, defense or counterclaim, or will result in any Individual Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) Seller has delivered to each Individual Purchaser all notices it has received with respect to the Transferred Claims, including without limitation, the Notice of Proposed Claim Amount, dated August 24, 2011, and any revision thereto (collectively, the "Notice"); (h) Seller did not deliver a Response (as defined in the Notice) with respect to the Transferred Claims; and (i) Seller has received the first distribution relating to the Transferred Claims pursuant to the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliate Debtors, dated December 5, 2011, in the same time, manner and amount as other unsecured creditors of the same class of claims generally.
- 3. Seller hereby waives any objection to the transfer of the respective Transferred Claims to each Individual Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by each Individual Purchaser for all purposes in the case, including, without limitation, for

voting and distribution purposes with respect to the applicable portion of the Transferred Claims. Each Individual Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to each Individual Purchaser the Transferred Claims, recognizing each Individual Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to each Individual Purchaser, in each case with respect to the applicable portion of the Transferred Claims.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Each Individual Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold each Individual Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions, proceeds or notices received by Seller in respect of the Transferred Claims to each Individual Purchaser, as applicable. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to each Individual Purchaser the applicable portion of each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as each Individual Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and each Individual Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and each Individual Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and each Individual Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.
- 8. For the avoidance of doubt, the Seller and each Individual Purchaser acknowledge and understand that each Individual Purchaser is executing this agreement solely in its individual capacity with respect to its Purchased Claim, and that all obligations and/or liabilities of an Individual Purchaser hereunder with are enforceable solely against such Individual Purchaser and such Individual Purchaser's assets. The agreements made by each Individual Purchaser hereunder and all obligations and liabilities of each Individual Purchaser shall be several (and not joint and several) in accordance with each Individual Purchaser's respective Purchased Claim.

[signatures on following pages]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20 day of May 2012.

Barclays Bank PLC	Monarch Debt Recovery Master Fund Lto By: Monarch Alternative Capital LP Its: Advisor
Name: DANIEL CROWLEY Title: MANAGING DIFFCTOR	By: Name:
MANAGING DIRECTOR	Title:
Address 745 Seventh Ave) ist
New York, NY 10019	Address Monarch Debt Recovery Master Fund Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 ATTN: Michael Gillin E-Mail: michael gillin@monarchlp.com; fundops@monarchlp.com
	Tel: 1-212-554-1743 Fax: 1-(866)-741-3564
	Monarch Opportunities Master Fund Ltd By: Monarch Alternative Capital LP Its: Advisor
	By: Name:
	Title
	Address Monarch Opportunities Master Fund Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 ATTN: Michael Gillin E-Mail: michael,gillin@monarchlp.com; fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564
	Oakford MF Limited By: Monarch Alternative Capital LP lts: Advisor
	By: Name: Title:
	Address

Oakford MF Limited

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20 day of May 2012. Monarch Debt Recovery Master Fund Ltd By: Monarch Alternative Capital LP **Barclays Bank PLC** lts: Advisor By: By: Name: Christopher Santana — Name Title: Title: Managing Principal Address 745 Seventh Ave Address Monarch Debt Recovery Master Fund Ltd New York, NY 10019 c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 ATTN: Michael Gillin E-Mail: michael.gillin@monarchlp.com; fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564 Monarch Opportunifies Master Fund Ltd By: Monarch Alternative Capital LP Its: Advisor Ву: Name: Title: Christopher Santana Managing Principal Address Monarch Opportunities Master Fund Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 ATTN: Michael Gillin E-Mail: michael.gillin@monarchlp.com; fundops@ynonarchlp.com Tel: 1-212-554-1743 Fax: 1-(\$66)-741-\$564 Oakford MF Limited By: Monarch Alternative Capital LP Its: Advisor Christopher Santana Managing Principal By: Name: Title:

> Address Oakford MF Limited

c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

Monarch Cayman Fund Limited By: Mongreh Alternative Capital LP

Its: Advisor

By: Name: Title:

Christopher/Santana Managing Principal

Address

Monarch Cayman Fund Limited c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

Monarch Capital Master Partners II-A LP
By: Monarch Microactive Capital LP
Its: Advisor

Its: Advisor

By: Name:

Title:

Christopher Santana Managing Principal

Address

Monarch Capital Master Partners II-A LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

Monarch Capital Master Partners II LP By: Monarch Alternative Capital LP

Its: Advisor

By: Name: Title:

Christopher Santana

Managing Principal

Address

Monarch Capital Master Partners II LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

P Monarch Recovery Ltd

By: Monarch Alternative Capital LP

Its: Advisor

By: Name: Title:

Christopher Santana Managing Principal

Address

P Monarch Recovery Ltd

c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866),741,3564

Monarch Alternative Solutions Master Fund Ltd

By: Monarch Alternative Capital LP

Its: Advisor

By:

Title:

Christopher Santana

Managing Principal

Address

Monarch Alternative Solutions Master Fund Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26

New York, NY 10022 ATTN: Michael Gillin E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

Monarch Research Alpha Master Fund Ltd By: Monarch Alternative Capital LP

Its: Advisor

By Name: Title:

Christopher Santana

Address Managing Principal Monarch Research Alpha Master Fund Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022

ATTN: Michael Gillin

E-Mail: michael.gillin@monarchlp.com;

fundops@monarchlp.com Tel: 1-212-554-1743 Fax: 1-(866)-741-3564

Transferred Claims

Purchased Claim

On the original Proof of Claim filed on October 23, 2009, the Security/ISIN below, for the Individual Purchasers set forth below, represents in the aggregate \$3,537,750.00 which is 100% of the total Proof of Claim Amount of \$3,537,750.00 (in each case, plus applicable accrued and unpaid interest and other amounts).

Pursuant to the Notice of Proposed Allowed Claim Amount dated August 24, 2011, the Security/ISIN below, for the Individual Purchasers set forth below, represents in the aggregate \$3,547,764 43, which is 100% of the total Notice of Proposed Allowed Claim Amount of \$3,547,764.43.

Lehman Programs Securities to which Transfer Relates

Allowed Amount Purchased (USD)/ Percentage of Total Allowed Amount for ISIN under POC!	\$1,598,267.88/ 45.050%
Maturity	9 Feb. 2012
Principal Amount (EUR/USD)/ Percentage of Total Principal Amount	EURI,126,250.00/ \$1,593,756.37/ 45.050%
Guarantor	Lehman Brothers Holdings Inc.
Issuer	Lehman Brothers Treasury Co. B.V.
ISIN/CUSIP	XS0282208049
Description of Security	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Retail Program
Individual Purchaser	Monarch Debt Recovery Master Fund Ltd

¹ For the avoidance of doubt, the amounts in this column are equivalent to the portion of the Allowed Claim Amount (and corresponding percentages) being transferred to each Individual Purchaser.

Schedule 1-1

\$801,794.76/	\$104,067.76/	\$207,544.22/	\$226,465.63/
22.60%	2.9333333333%	5.850%	6.383333333%
9 Feb.	9 Feb.	9 Feb.	9 Feb.
2012	2012	2012	2012
EUR565,000.00/	EUR73,333.33/	EUR146,250.00/	EUR159,583.33/
\$799,531.50/	\$103,774.00/	\$206,958.37/	\$225,826.37/
22.60%	2.933333333%	5.850%	6.38333333%
Lehman	Lehman	Lehman	Lehman
Brothers	Brothers	Brothers	Brothers
Holdings	Holdings	Holdings	Holdings
Inc.	Inc.	Inc.	Inc.
Lehman	Lehman	Lehman	Lehman
Brothers	Brothers	Brothers	Brothers
Treasury	Treasury	Treasury	Treasury
Co. B.V.	Co. B.V.	Co. B.V.	Co. B.V.
XS0282208049	XS0282208049	XS0282208049	XS0282208049
Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000 Euro Medium-Term Note Retail Program	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000 Euro Medium-Term Note Retail Program	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000 Euro Medium-Term Note Retail Program	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50
Monarch Opportunities Master Fund Ltd	Oakford MF Limited	Monarch Cayman Fund Limited	Monarch Capital Master Partners II-A LP

	\$156,692.93/ 4.416666667%
	9 Feb. 2012
	EUR 110,416.67/ \$156,250.63/ 4.416666667%
	Lehman Brothers Holdings Inc.
	Lehman Brothers Treasury Co. B.V.
	XS0282208049
Euro Medium-Term Note Retail Program	Issue of EUR 31,173,000 Index-Linked Notes due February 2012 relating to the Dow Jones Eurostoxx 50 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note
	Monarch Research Alpha Master Fund Ltd

Exhibit B

Proof of Claim

The second secon			
United States Bandersprey Court-Seathern District of New York Lebanan Bendiers Herblings Clame Processing Contri via Egoq Bandruptey Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM		
In Re Lebers Hoodings Heddings Inc., et al., Debeors (Loudy Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000045318		
Note: This form may not be used to file claims other that hased on Lehman Programs Securities as listed on http://www.lehman-dacket.com as of July 17, 2009	h iluse:		
Name and sidiress of Evedisor fand come and address where nances	should be seed if different from . Check this box to indicate that this chim amonds a previously filed claim		
CRESSON OF ALL WORLD INVESTMENT, S.L. CALLS MURCIA, I GUADALMINA BAJAK SIGNI SAN PEDEC	DE ALCAREABA MALAGRAMSPAINS Court Claim Numbers		
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INSTRUCTIONS FOR PRINCE OF CLAIM FORM

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Creatistics's Name and Address:

I'll in the name of the parties of cump amorning a claim and the mann was affected of the parties who chould receive notices would having the horizogen's come & securate space is provided for the payment address if a differs from the exerce whitese the creduct has a constraint obligation to keep the court missessed of its current sedices. See Federal Rule of Bankruptey Procedure (FRBP) 2005.91

Oris and Signature:

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DEFINITIONS

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Clare.

A cinim is the contain's right to receive payment on a debt that was own to be the debt on the date on of the backraptcy filing. See 11 U.S.C. \$101 (5) A claim may be sequed or insection, reduced to produment on true, disciplinated or unidentificated fixed coverages, manued, numerous disputed andropoted, legal de espesible

Percent of Classes

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Lehmin Britists Holdings Claims Processing co Epiq Kankruptry Solations, LLC FDR Station, PO Box 50% New York, NY 10159-5076

Lebenzo Programs Scengip

Any security included on the list designated -Laures Programs Socurities" as allable on huse in was related to the second as of lady 17,

INFORMATION

Acknowledgment of Filing of Claim

to reverse achainstedgeness of your filling you may arthur circles a susquest of the business. consispe and a copy of the favories sixte or loss may describe Claims Agent's green the same learness consider arms to their your That then, or claim

Offers to Perchase a Claim

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